RIVERFRONT IMPROVEMENT COMMISSION MEETING

CITY OF DAVENPORT, IOWA

Tuesday, February 25, 2025; 5:00 PM

City Hall | 226 West 4th Street | Council Chambers

I. Call to Order

II. Approval of Minutes

Approval of Minutes | January 28, 2025

III. Old Business

IV. New Business

1. River Heritage Park Statue | Presentation
2. Farmers' Market Lease | Approval
3. Lake Davenport Sailing Club Lease | Renewal
4. FY 2026 Budget Discussion

V. Future Business

1. Visit Quad Cities | Lease Renewal

VI. Management Update

VII. Park Liaison Report

VIII. Public with Business

IX. Adjournment | Next Meeting Date: March 25, 2025

City of Davenport

Department: Administration **Action / Date**
Contact Info: | **2/25/2025**
Subject:
Approval of Minutes | January 28, 2025

Attachments:
1. Minutes

Riverfront Improvement Commission
Minutes
January 28, 2025

Present: Dee Bruemmer, Bill Churchill, Dan Darland, Kelli Grubbs, Gwendolyn Lee, Andrea Olson, Scott Pettis, and Julie Tonn.

Others Present: Christopher Meyer, Parks Liaison; Alderman Kyle Gripp, Council Liaison; Stephanie Bley, Riverfront Community Engagement Coordinator; Bruce Berger, Director of Community and Economic Development; and Denise Hnytka, Chief Communications Officer.

Chair Lee called the meeting to order at 5:00 p.m. and welcomed all in attendance.

Approval of Minutes
Lee asked for approval of the minutes from the December 3, 2024 meeting. Grubbs motioned to approve the minutes; Churchill seconded, and the motion was carried unanimously.

New Business
Riverfront Community Engagement Coordinator Bley provided an update on a real estate meeting regarding Suite 6 at the Freight House. Bley also shared a list of anticipated repairs and associated costs for Suite 6. The Commission discussed next steps for seeking potential tenants, and directed City Staff to look into hiring a real estate professional to market the space.

Bley provided an update on the Farmers' Market's upcoming leases. Bley also shared that the Lake Davenport Sailing Club's lease will be up for renewal at the March meeting and presented a rental increase recommendation. The Commission directed City Staff to move forward with the rental increase and draft a renewal for review.

Management Update
Bley provided an update on a building rekey of the Freight House and upcoming lighting repairs at Marine Specialties.

Park Liaison Report

Parks Advisory Board Liaison, Christopher Meyer, shared an update on the Davenport Junior Theatre relocation process.

No public comments were made. With no further business, the meeting adjourned at 5:28 p.m.

_____

Gwendolyn Lee, Chair

City of Davenport

Department: Administration
Contact Info: |

Action / Date
2/25/2025

Subject:
River Heritage Park Statue | Presentation

Recommendation:

Background:

Attachments:
None

City of Davenport

Department: Administration
Contact Info: |

Action / Date
2/25/2025

Subject:
Farmers' Market Lease | Approval

Recommendation:

Background:

Attachments:
1. FHFM 2025 021925
2. FHFM Expansion 2025 021925

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa, on this 25th day of February 2025, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and the Freight House Farmers Market, Inc., hereinafter designated as "Tenant."

1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, the sale of produce, plants, food products, and arts and crafts, as hereafter described:

The Freight House complex, first floor at 421 West River Drive, Davenport, Scott County, Iowa, to include a total of 4,720 square feet of indoor and 7,874 square feet of adjacent outdoor area, in addition to 160,260 square feet of Florian Keen parking lot and the portion of the lot south of the Freight House and Gaines Street from River Drive south to the railroad tracks.

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease, and that no other person or entity needs to join in the execution thereof for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building fully complies with existing local, state, and federal codes, rules, and ordinances.

2. TERM

A. The term of this Lease shall be for three (3) years and shall have possession on March 1, 2025, and terminate on February 28, 2028. The Tenant shall have the right of first refusal upon exercising renewal to Lease the subject premise, subject to reasonable negotiation procedures.

3. RENTAL

A. Beginning on March 1, 2025, the landlord will bill the tenant for March rent. Bills will be mailed on the first of each month and due by the last day of that month according to the following schedule. A late payment of ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the fifteenth (15th) day of the month following the due date.

Rent Schedule			
Rent	**Bill Date**	**Due Date**	**Late Fee Assessed**
March	March 1, 2025	March 31, 2025	April 15, 2025
April	April 1, 2025	April 30, 2025	May 15, 2025
May	May 1, 2025	May 31, 2025	June 15, 2025
June	June 1, 2025	June 30, 2025	July 15, 2025
July	July 1, 2025	July 31, 2025	August 15, 2025
August	August 1, 2025	August 31, 2025	September 15, 2025
September	September 1, 2025	September 30, 2025	October 15, 2025
October	October 1, 2025	October 31, 2025	November 15, 2025
November	November 1, 2025	November 30, 2025	December 15, 2025
December	December 1, 2025	December 31, 2025	January 15, 2026
January	January 1, 2026	January 31, 2026	February 15, 2026
February	February 1, 2026	February 28, 2026	March 15, 2026

B. For the three (3) years of this Lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	Annual	Per month
Year 1 & 2	$21,000.00	$1,750.00
Year 3	$22,050.00	$1,837.50

C. The Tenant has non-exclusive access to the Freight House parking lot, located south of the complex. All tenants and related uses are intended to will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

A. The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at:

City of Davenport
Finance - Revenue Division
P.O. Box 8003
Davenport, Iowa, 52801

or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises to operate a farmers' market and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell or permit to remain in or about the Leased Premises any article that standard form fire insurance

policies may prohibit.

B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises without first securing Landlord's prior written consent.

C. The Tenant shall be allowed to use the Florian Keen premises on Wednesdays from 2:00 PM to 9:00 PM, Saturdays from 6:00 AM to 2:00 PM (as noted in Exhibit A), and Sundays from 8:00 AM to 3:00 PM, except should the Landlord determine that an emergency condition exists, including but not limited to, a flood that must displace the Tenant for a temporary period. Regarding the interior premises, this Agreement assumes daily usage (active and passive) by the Tenant.

6. FIRE INSURANCE

A. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building in which the Leased Premises are located.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Lease whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

(2) Commercial Automobile Liability (if autos are used)

Any Auto, Hired & Non-Owned	
Combined Single Limit	$1,000,000

(3) Excess Liability Umbrella $1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in

favor of the City.

C. Contractual Liability: the insurance required above under “LESSEE INSURANCE” shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

8. CERTIFICATES OF INSURANCE

A. Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City’s defense in the event no insurance is in place and the City has not been notified.

9. INDEMNIFICATION

A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

B. The Lessee shall not be responsible for damage or injury caused by the Landlord’s negligence relating to items that remain the exclusive responsibility of the City.

10. TEMPORARY SUSPENSION OF USE DUE TO FLOODING

A. Notwithstanding any other provision in this Lease, Tenant’s right to use, occupy, or access the Leased Premises shall be temporarily suspended during periods of significant flooding, as defined below.

B. For purposes of this Lease, “significant flooding” means:

1. When flood stage on the Mississippi River has reached nineteen (19) feet, use of any parking lot, including the Florian Keen parking lot, is suspended.
2. When flood stage on the Mississippi River has reached twenty (20) feet, public access to the Leased Premises will temporarily be suspended. Tenant may still access the Leased Premises to for the limited purpose of taking reasonable action to mitigate flood damage. Tenant shall exercise extreme caution when accessing the Leased Premises during flooding conditions.
3. When flood stage on the Mississippi River has reached twenty-one (21) feet, all access to the Leased Premises will be suspended.

C. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Leased Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

D. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated, and it is safe to resume use of the Leased Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

E. Landlord shall not be liable for any loss, injury, or damage to person or property resulting from significant flooding or the temporary suspension of use under this Section.

11. ALTERATIONS

A. The Tenant shall not make, or suffer to be made, any alterations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

12. MAINTENANCE AND SANITATION

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify the exterior of the Leased Premises without first securing the Landlord's written consent. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any

refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles to the extent practical.

13. CLEAN-UP

A. The Tenant shall expeditiously clean up the premises after each use to eliminate all wastepaper, boxes, spoiled produce, and all other items resulting from the market activity.

14. SANITARY FACILITIES

A. Public restroom facilities are available inside the Freight House indoor market location. The Tenant takes full responsibility for the cleanliness of the sanitary facilities.

15. SURRENDER OF LEASED PREMISES

A. Tenant shall give Landlord ninety (90) days' notice if Tenant does not intend to renew this lease at the end its term or if Tenant intends to quit or surrender the Leased Premises prior to the end of the Term.

B. The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear expected, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

16. FIXTURES

A. The Tenant shall provide, install, and maintain, at its expense, fixtures of a special nature the business may require. All such fixtures that are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, except any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, water heaters, carpeting, or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property to replace the same with items of like character, quality, or value.

17. TENANT IMPROVEMENTS

A. Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

18. FREE FROM LIENS

A. The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

19. ABANDONMENT

A. The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

20. SIGNS AND ADVERTISING MATERIALS

A. The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport before installation, whether affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

B. The Tenant shall provide all traffic and parking control signs and barricades as necessary for the safety of all patrons. The Tenant is responsible for the additional moveable signage for handicapped parking during market hours, as noted in Exhibit A.

21. EXTERIOR LIGHTING

A. The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

22. UTILITIES

A. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Leased Premises and to one or more other tenants within the Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity, and gas to the Leased Premises.

23. ENTRY AND INSPECTION

A. The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, to inspect the same, or to maintain the building in which said Leased Premises are situated, or to make repairs, alterations, or additions to any other portion of said building. If the Tenant notifies the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

24. DAMAGE AND DESTRUCTION OF LEASED PREMISES

A. At its cost and expense, the Landlord agrees to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease, which creates a condition that interferes substantially with normal use, and consequently, the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, the rental shall be proportionally abated. If the Landlord defaults for more than thirty (30) days after written notice by the Tenant, the Tenant shall have the right but not be obligated to remedy such default. All such sums expended or obligations incurred by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant, the Tenant may deduct such amount from the next month's rent in addition to any other right or remedy it may have.

B. In the event of destruction of the Leased Premises or the building containing the same during the said term, which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use,

or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business in the Leased Premises. Further, in the event of flooding, rent shall be abated during that period when the Leased Premises are declared unfit for occupancy by any authorized public authority.

25. ASSIGNMENT AND SUBLETTING

A. The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability that accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by the assignee and an opportunity to cure the same. Any assignment or subletting without the Landlord's prior written consent shall be void and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable as to the interest of the Tenant by operation of law without the Landlord's prior written consent. The Landlord shall give the Tenant prior notice of the assignment of this Lease and any interest of the Landlord therein.

26. DEFAULT, RE-ENTRY REMEDIES

A. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained because of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant.

27. DEFAULT, COSTS, AND ATTORNEY FEES

A. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other

covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

28. SALE OF LEASED PREMISES BY LANDLORD

A. In the event of any sale of the Leased Premises or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease upon such assignment.

29. REIMBURSEMENT

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money because of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rent and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money because of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rent and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

30. WAIVER

A. No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord. The Landlord's forbearance or indulgence in any regard shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply. Until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach of term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved and shall not be deemed to apply to any other instance or any subsequent breach of the same or any other term, covenant, or condition.

31. SUCCESSORS IN INTEREST

A. The covenants herein contained shall, subject to the provisions as to assignment**,** subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties

hereto, and all of the parties shall be jointly and severally liable hereunder.

32. PARTIAL INVALIDITY

A. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

33. TIME

A. Time is of the essence with regard to the performance of any obligations under this Lease.

34. EMINENT DOMAIN

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.

C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.

D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

35. MISCELLANEOUS

A. The Landlord shall be responsible and pay for snow removal, exterior landscaping, and other exterior maintenance of the building and public areas surrounding the Leased Premises. Tenant shall remove snow from

the deck on the south side of the building; specifically, the Tenant is responsible for keeping the area in front of their respective unit clear; plastic snow removal tools should be used to protect the composite deck surface. Only the Tenant shall be responsible for the interior and exterior window cleaning of the Leased Premises.

B. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House building. In addition, the Landlord retains the right to use the loading dock and restroom facilities during non-market times.

C. The Tenant shall use the premises only for assigning indoor and outdoor space to vendors to sell products, including fresh garden produce, fruit, honey, herbs, nuts, plants, flowers, baked goods, and hand-crafted items. Potentially hazardous foods, defined as any perishable food capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms, such as cider and lemonade, cannot be sold unless licensed by proper authorities. All fresh produce not grown in Iowa or Illinois must be labeled as “broker produce” and given the point of origin.

D. The Tenant shall have a representative who shall be on the premises during the time of the market operation whose duties shall be to set up signs, barricades, trash containers, etc., and to enforce the provisions of this Lease. The Tenant shall also store and service any equipment as necessary and secure the premises at the end of each market day.

E. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with and ensure all vendors comply with City, County, State, and Federal laws and regulations.

36. GENERAL

A. This Lease shall be construed in accordance with the laws of the State of Iowa.

B. This Lease, and any exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Unless otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.

D. The Landlord and Tenant acknowledge reliance on their judgment and the advice and counsel of their attorney in interpreting this Agreement, and

not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

FREIGHT HOUSE FARMERS MARKET, INC

By_____

Date _____

RIVERFRONT IMPROVEMENT COMMISSION

By_____
Gwendolyn Lee, Chair

Date _____

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa, on this 25th day of February 2025, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and the Freight House Farmers Market, Inc., hereinafter designated as "Tenant."

1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, the sale of produce, plants, food products, and arts and crafts, as hereafter described:

Suite 2, (approx. 2360 sq ft) located on the first floor of The Freight House complex, 421 West River Drive, Davenport, IA, Scott County.

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease, and that no other person or entity needs to join in the execution thereof for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building fully complies with existing local, state, and federal codes, rules, and ordinances.

2. TERM

A. The term of this Lease shall be for one (1) year and shall have possession on March 1, 2025, and terminate on February 28, 2026. Upon completion of the term, the Tenant has the option of a Two (2) Year renewal at the current rate. The Tenant shall have the right of first refusal upon exercising renewal to Lease the subject premise.

3. RENTAL

A. Beginning on March 1, 2025, the landlord will bill the tenant for March rent. Bills will be mailed on the first of each month and due by the last day of that month according to the following schedule. A late payment of ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the fifteenth (15th) day of the month following the due date.

Rent Schedule			
Rent	**Bill Date**	**Due Date**	**Late Fee Assessed**
March	March 1, 2025	March 31, 2025	April 15, 2025
April	April 1, 2025	April 30, 2025	May 15, 2025
May	May 1, 2025	May 31, 2025	June 15, 2025
June	June 1, 2025	June 30, 2025	July 15, 2025
July	July 1, 2025	July 31, 2025	August 15, 2025
August	August 1, 2025	August 31, 2025	September 15, 2025
September	September 1, 2025	September 30, 2025	October 15, 2025
October	October 1, 2025	October 31, 2025	November 15, 2025
November	November 1, 2025	November 30, 2025	December 15, 2025
December	December 1, 2025	December 31, 2025	January 15, 2026
January	January 1, 2026	January 31, 2026	February 15, 2026
February	February 1, 2026	February 28, 2026	March 15, 2026

B. For the one (1) year of this Lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	Annual	Per month
Year 1	$20,000.00	$1,666.67

C. The Tenant has non-exclusive access to the Freight House parking lot, located south of the complex. All tenants and related uses are intended to will work with the Landlord to accommodate needs.

4. PAYMENT OF RENTAL

A. The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at:

City of Davenport
Finance - Revenue Division
P.O. Box 8003
Davenport, Iowa, 52801

or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises to operate a farmers' market and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell or permit to remain in or about the Leased Premises any article that standard form fire insurance policies may prohibit.

B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises without first securing Landlord's prior written consent.

6. FIRE INSURANCE

A. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building in which the Leased Premises are located.

7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Lessee shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Lease whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

B. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Commercial General Liability

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

(2) Commercial Automobile Liability (if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	$1,000,000

(3) Excess Liability Umbrella $1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

C. Contractual Liability: the insurance required above under "LESSEE INSURANCE" shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

8. CERTIFICATES OF INSURANCE

A. Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

9. INDEMNIFICATION

A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

B. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

10. TEMPORARY SUSPENSION OF USE DUE TO FLOODING

A. Notwithstanding any other provision in this Lease, Tenant's right to use, occupy, or access the Leased Premises shall be temporarily suspended during periods of significant flooding, as defined below.

B. For purposes of this Lease, "significant flooding" means:

1. When flood stage on the Mississippi River has reached nineteen (19) feet, use of the parking lot is suspended.
2. When flood stage on the Mississippi River has reached twenty (20) feet, public access to the Leased Premises will temporarily be suspended. Tenant may still access the Leased Premises to for the limited purpose of taking reasonable action to mitigate flood damage. Tenant shall exercise extreme caution when accessing the Leased Premises during flooding conditions.
3. When flood stage on the Mississippi River has reached twenty-one (21) feet, all access to the Leased Premises will be

suspended.

C. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Leased Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

D. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated and it is safe to resume use of the Leased Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

E. Landlord shall not be liable for any loss, injury, or damage to person or property resulting from significant flooding or the temporary suspension of use under this Section.

11. ALTERATIONS

A. The Tenant shall not make, or suffer to be made, any alterations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord.

12. MAINTENANCE AND SANITATION

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify the exterior of the Leased Premises without first securing the Landlord's written consent. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles to the extent practical.

13. CLEAN-UP

A. The Tenant shall expeditiously clean up the premises after each use to eliminate all waste paper, boxes, spoiled produce, and all other items resulting from the market activity.

14. SANITARY FACILITIES

A. Public restroom facilities are available inside the Freight House indoor market location. The Tenant takes full responsibility for the cleanliness of the sanitary facilities.

15. SURRENDER OF LEASED PREMISES

A. Tenant shall give Landlord ninety (90) days' notice if Tenant does not intend to renew this lease at the end of its the term or if Tenant intends to quit or surrender the Leased Premises prior to the end of the Term.

B. The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear expected, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

16. FIXTURES

A. The Tenant shall provide, install, and maintain, at its expense, fixtures of a special nature the business may require. All such fixtures that are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant no later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, except any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, water heaters, carpeting, or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property to replace the same with items of like character, quality, or value.

17. TENANT IMPROVEMENTS

A. Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the

proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

18. FREE FROM LIENS

A. The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

19. ABANDONMENT

A. The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

20. SIGNS AND ADVERTISING MATERIALS

A. The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport before installation, whether affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

B. The Tenant shall provide all traffic and parking control signs and barricades as necessary for the safety of all patrons. The Tenant is responsible for the additional moveable signage for handicapped parking during market hours, as noted in Exhibit A.

21. EXTERIOR LIGHTING

A. The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

22. UTILITIES

A. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any

security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Leased Premises and to one or more other tenants within the Freight House complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity, and gas to the Leased Premises.

23. ENTRY AND INSPECTION

A. The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, to inspect the same, or to maintain the building in which said Leased Premises are situated, or to make repairs, alterations, or additions to any other portion of said building. If the Tenant notifies the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

24. DAMAGE AND DESTRUCTION OF LEASED PREMISES

A. At its cost and expense, the Landlord agrees to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease, which creates a condition that interferes substantially with normal use, and consequently, the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, the rental shall be proportionally abated. If the Landlord defaults for more than thirty (30) days after written notice by the Tenant, the Tenant shall have the right but not be obligated to remedy such default. All such sums expended or obligations incurred by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant, the Tenant may deduct such amount from the next month's rent in addition to any other right or remedy it may have.

B. In the event of destruction of the Leased Premises or the building containing the same during the said term, which requires repairs to either said Leased Premises or said building, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made and the Tenant is compelled to discontinue business

in the Leased Premises. Further, in the event of flooding, rent shall be abated during that period when the Leased Premises are declared unfit for occupancy by any authorized public authority.

25. ASSIGNMENT AND SUBLETTING

A. The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or any part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability that accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by the assignee and an opportunity to cure the same. Any assignment or subletting without the Landlord's prior written consent shall be void and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable as to the interest of the Tenant by operation of law without the Landlord's prior written consent. The Landlord shall give the Tenant prior notice of the assignment of this Lease and any interest of the Landlord therein.

26. DEFAULT, RE-ENTRY REMEDIES

A. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained because of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant.

27. DEFAULT, COSTS, AND ATTORNEY FEES

A. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

28. SALE OF LEASED PREMISES BY LANDLORD

A. In the event of any sale of the Leased Premises or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease upon such assignment.

29. REIMBURSEMENT

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money because of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rent and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money because of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rent and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

30. WAIVER

A. No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord. The Landlord's forbearance or indulgence in any regard shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply. Until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach of term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved and shall not be deemed to apply to any other instance or any subsequent breach of the same or any other term, covenant, or condition.

31. SUCCESSORS IN INTEREST

A. The covenants herein contained shall, subject to the provisions as to assignment**,** subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, and all of the parties shall be jointly and severally liable hereunder.

32. PARTIAL INVALIDITY

A. If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

33. TIME

A. Time is of the essence with regard to the performance of any obligations under this Lease.

34. EMINENT DOMAIN

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.

C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.

D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

35. MISCELLANEOUS

A. The Landlord shall be responsible and pay for snow removal, exterior landscaping, and other exterior maintenance of the building and public areas surrounding the Leased Premises. Tenant shall remove snow from the deck on the south side of the building; specifically, the Tenant is responsible for keeping the area in front of their respective unit clear; plastic snow removal tools should be used to protect the composite deck surface. Only the Tenant shall be responsible for the interior and exterior

window cleaning of the Leased Premises.

B. The Tenant is hereby provided the exclusive use of the space agreed to on the first floor of the Freight House building.

C. The Tenant shall use the premises only for assigning indoor and outdoor space to vendors to sell products, including fresh garden produce, fruit, honey, herbs, nuts, plants, flowers, baked goods, and hand-crafted items. Potentially hazardous foods, defined as any perishable food capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms, such as cider and lemonade, cannot be sold unless licensed by proper authorities. All fresh produce not grown in Iowa or Illinois must be labeled as “broker produce” and given the point of origin.

D. The Tenant shall have a representative who shall be on the premises during the time of the market operation whose duties shall be to set up signs, barricades, trash containers, etc., and to enforce the provisions of this Lease. The Tenant shall also store and service any equipment as necessary and secure the premises at the end of each market day.

E. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with and ensure all vendors comply with City, County, State, and Federal laws and regulations.

36. <u>GENERAL</u>

A. This Lease shall be construed in accordance with the laws of the State of Iowa.

B. This Lease, and any exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Unless otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.

D. The Landlord and Tenant acknowledge reliance on their judgment and the advice and counsel of their attorney in interpreting this Agreement, and not in any manner on the other party.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

FREIGHT HOUSE FARMERS MARKET, INC

By_____

Date _____

RIVERFRONT IMPROVEMENT COMMISSION

By_____
Gwendolyn Lee, Chair

Date _____

City of Davenport

Department: Administration
Contact Info: |

Action / Date
2/25/2025

Subject:
Lake Davenport Sailing Club Lease | Renewal

Recommendation:

Background:

Attachments:
1. Lake Davenport Sailing Club Draft 2.19.25

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa, on this 25th day of March 2025, by and between the City of Davenport, Iowa, through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and the Lake Davenport Sailing Club, hereinafter designated as "Tenant."

1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, a sailing club, as hereafter described:

A rectangular parcel north of the U.S. Government Seawall and south of the riverfront trail between Bridge Avenue and Prospect Terrace extended south more particularly described in Exhibit A, containing 75,000 square feet, more or less.

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease, and that no other person or entity needs to join in the execution thereof for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building fully complies with existing local, state, and federal codes, rules, and ordinances.

2. TERM

A. The term of this Lease shall be for three (3) years and shall have possession on April 1, 2025, and terminate on March 31, 2028. The Tenant shall have the right of first refusal upon exercising renewal to Lease the subject premise, subject to reasonable negotiation procedures.

3. RENTAL

A. Beginning on April 1, 2025, the landlord will bill the tenant for April rent. Bills will be mailed on the first of each month and due by the last day of that month according to the following schedule. A late payment of ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the fifteenth (15th) day of the month following the due date.

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Rent Schedule			
Rent	**Bill Date**	**Due Date**	**Late Fee Assessed**
April	April 1, 2025	April 30, 2025	May 15, 2025
May	May 1, 2025	May 31, 2025	June 15, 2025
June	June 1, 2025	June 30, 2025	July 15, 2025
July	July 1, 2025	July 31, 2025	August 15, 2025
August	August 1, 2025	August 31, 2025	September 15, 2025
September	September 1, 2025	September 30, 2025	October 15, 2025
October	October 1, 2025	October 31, 2025	November 15, 2025
November	November 1, 2025	November 30, 2025	December 15, 2025
December	December 1, 2025	December 31, 2025	January 15, 2026
January	January 1, 2026	January 31, 2026	February 15, 2026
February	February 1, 2026	February 28, 2026	March 15, 2026
March	March 1, 2026	March 31, 2026	April 15, 2026

B. For the three (3) years of this Lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	Annual
Year 1	$4,500.00
Year 2	$5,500.00
Year 3	$6,500.00

4. PAYMENT OF RENTAL

A. The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at:

City of Davenport
Finance - Revenue Division
P.O. Box 8003
Davenport, Iowa, 52801

or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises to operate a sailing club and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell or permit to remain in or about the Leased Premises any article that standard form fire insurance policies may prohibit.

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B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises without first securing Landlord's prior written consent.

5. POSSESSION

Lessee shall be entitled to possession on the first day of the term of this lease and shall yield possession to the Lessor at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should Lessor be unable to give possession on said date, Lessee's only damages shall be a rebating of the pro rata rental.

6. TEMPORARY SUSPENSION OF USE DUE TO FLOODING

A. Notwithstanding any other provision in this Lease, Tenant's right to use, occupy, or access the Leased Premises shall be temporarily suspended during periods of significant flooding, as defined below.

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B. For purposes of this Lease, "significant flooding" means:

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1.The issuance of a flood warning by the National Weather Service for the county in which the Leased Premises is located;

2. Water levels on the Leased Premises; or

3. A declaration of s state of emergency due to flooding by the Governo of Iowa or local officials with jurisdiction over the Leased Premises.

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C. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Leased Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

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D. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated and it is safe to resume use of the Leased Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

E. Landlord shall not be liable for any loss, injury, or damage to person or property resulting from significant flooding or the temporary suspension of use under this Section.

~~6.~~7. USE OF PREMISES

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Lessee covenants and agrees during the term of this lease to use and occupy the leased premises for a sailing club, clubhouse, sailing school, on-site mooring and storage of sail boats, parking, hoisting cranes, wall racks and docks, and associated equipment, utilities, and storage sheds. Activities of the Lessee would include the servicing, storage, docking, rigging, launching, and operation of sailboats and other similar related events.

~~7.~~8. QUIET ENJOYMENT

Lessor covenants that its estate in said premises is fee title and that the Lessee on paying the rent herein reserved and performing all the agreements by the Lessee to be performed as provided in this lease, shall and may peaceably have, hold, and enjoy, the demised premises for the term of this lease free from molestation, eviction, or disturbance by the Lessor or any other persons or legal entity whatsoever. Lessor shall have the right to incur debt or mortgage some or all of its right, title, or interest in said premises at any time, without notice, subject to this lease.

~~8.~~9. CARE AND MAINTENANCE OF THE PREMISES

A. LESSEE TAKES SAID PREMISES in their present condition except for such repairs and alterations as may be expressly herein provided. Lessor shall not be liable for the giving way or sinking of ground thereon or adjacent thereto or on account of flooding of said premises or for resulting damages to any building, structure, or improvement erected by the Lessee.

B. LESSEE SHALL, AFTER TAKING possession of said premises and until termination of this lease and the actual removal from the premises, at its own expense, care for and maintain said premises in a reasonably safe and serviceable condition. Lessee will not permit or allow said premises to be damaged or depreciated in value by an act or negligence of the Lessee, its agents, employees, or members. Without limiting the generality of the foregoing, Lessee will make necessary repairs to the sewers, the plumbing, the water pipes and electrical wiring, and promptly take care of any leakage or stopping in any of the gas, water, or waste pipes.

C. LESSEE WILL MAKE NO unlawful use of said premises and agrees to comply with all valid regulations of the City of Davenport, the laws of the State of Iowa, and the laws of the Federal Government, but this provision shall not be construed as creating any duty by Lessee to members of the general public. Lessee will not allow any trash to accumulate on said premises or adjacent properties by its actions, and Lessee will remove same from the premises at its own expense. Lessee also agrees to remove snow and ice and other obstacles from said premises at its own expense if such removal is required for its own use and enjoyment of the property. Lessee will perform and/or contract the janitorial and property maintenance services required at its own expense.

~~9.~~10. UTILITIES

Lessee, during the term of this lease, shall pay before delinquency, all charges for use of the telephone, water, sewer, gas, heat, electricity, power, air condition, garbage disposal, trash disposal, and not limited by the foregoing, all other utilities and services of whatever kind and nature which may be used in or upon the demised premises.

~~10.~~11. SURRENDER OF PREMISES AT END OF TERM

A. Lessee agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage, without fault or liability of Lessee.

B. Lessee may, at the expiration of the term, renewal or renewals, or for Thirty (30) calendar days thereafter, remove any fixtures or equipment which said Lessee has installed on the leased premises, providing that said Lessee repairs any and all damages caused by removal and is not in default of this lease.

C. Continued possession beyond the expiratory date of the term of this lease by the Lessee, coupled with receipt of the pro rata rental by the Lessor (and absent a written agreement by both parties for an extension of this lease, or for a new lease) shall constitute a month-to-month extension of this lease.

~~11.~~12. ASSIGNMENT AND SUBLETTING

Any assignment of this lease or subletting of the premises or any part thereof, without the Lessor's prior written permission shall, at the option of the Lessor make the rental for the balance of this lease term due and payable at once. Such written permission shall not be unreasonably withheld.

~~12.~~13. REAL ESTATE TAXES

All real estate taxes, levied or assessed by lawful authority (but reasonably preserving Lessor's rights of appeal), against real property shall be paid by the Lessee, including the increase in such taxes caused by improvements made by the Lessee during the term of this lease. Lessee agrees to timely pay all taxes, special assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the premises during the term of this lease.

~~13.~~14. INDEMNIFICATION AND LIABLITITY INSURANCE

LESSEE INSURANCE
The Lessee shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly.

The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

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(1) Commercial General Liability

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

(2) Commercial Automobile Liability
(if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	$1,000,000

(3) Excess Liability Umbrella $1,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.
(if lessee has employees)

CONTRACTUAL LIABILITY
The insurance required above under "LESSEE INSURANCE", shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION language below.

CERTIFICATES OF INSURANCE
Certificates of Insurance, acceptable to the City indicating insurance required by the Contract is in force, shall be filed with the City prior to approval of the Contract by the City. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City. The Lessee will accept responsibility for damages and the City's defense in the event no insurance is in place and the City has not been notified.

INDEMNIFICATION
To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

~~14.~~15. FIRE AND CASUALTY – PARTIAL DESTRUCTION

A. IN THE EVENT OF a partial destruction or damages of the leased premises which is a business interference, that is, which prevents the conducting of a normal business

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operation and which damage is reasonably repairable within Sixty (60) calendar days after its occurrence, this lease shall not terminate but the rent for the lease premises shall abate during the time of such business interference. In the event of partial destruction, Lessee shall repair such damages within Sixty (60) calendar days of occurrence unless prevented from doing so by acts of God, the elements, the public enemy, strikes, riots, insurrection, government regulations, city ordinances, labor, material, or transportation shortages, or other causes beyond Lessee's reasonable control.

B. SHOULD THE ZONING ORDINANCE of the City of Davenport make it impossible for Lessee, using diligent and timely effort to obtain necessary permits and to repair and/or rebuilt so that Lessee is not able to conduct business on these premises, then partial destruction shall be treated as total destruction as written below.

C. IN THE EVENT OF destruction or damage of the leased premises, including the parking area(s) so Lessee is not able to conduct its business on the premises or the then current legal use for which the premises are being used and which damages cannot be repaired within Sixty (60) calendar days, this lease may be terminated at the option of either the Lessor or Lessee. Such termination in such event shall be effectuated by written notice of one party to the other within Thirty (30) calendar days after such notice, and each party shall be released from all future obligations hereunder, and Lessee will pay rent pro rata to the date of such destruction. Lessee shall surrender possession within Ten (10) calendar days after such notice, and each party shall be released from all future obligations hereunder. In the event of such termination of this lease, Lessor may, at its option rebuild or not according to its own wishes and needs.

~~15.~~16. CONDEMNATION

Should the whole of any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use of purpose, each party shall be entitled to retain as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such portion of said award as may be fair and reasonable. If the whole of the demised premises shall be so condemned or taken, the Lessor shall not be liable to the Lessee except and as its rights are preserved.

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~~16.~~17. TERMINATION OF THE LEASE AND DEFAULTS OF THE LESSEE

A. THIS LEASE SHALL TERMINATE upon expiration of the demised term, or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Lessee, then this lease will terminate at the expiration of the option term(s). Upon default in payment of rental of this lease, or upon any other default in accordance with its terms and provisions, this lease may at the option of the Lessor be cancelled and forfeited. Before any such cancellation and forfeiture, except as may be provided below, Lessor shall give Lessee written notice specifying the default or defaults, and stating this lease will be cancelled and forfeited Thirty (30) calendar days after the giving of such notice unless such default or defaults are remedied with this grace period.

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B. IN THE EVENT Lessee is adjudicated a bankruptcy, or in the event of a judicial sale or other transfer of the Lessee's leasehold interest by reason of any bankruptcy or insolvency proceeding or by other operation of law, but not by death; and such bankruptcy, judicial sale, or transfer has not been vacated or set aside within Thirty (30) calendar days from the giving of notice thereof by Lessor to Lessee, then and in any such events Lessor may at its option, immediately terminate this lease, re-enter said premises upon giving of a Ten (10) calendar day written notice by Lessor to Lessee, all to the extent permitted by applicable law.

C. WAIVER AS TO ANY default shall not constitute a waiver of any subsequent default or defaults.

~~17.~~18. ACCEPTANCE OF KEYS

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Advertising and re-renting by the Lessor upon the Lessee's default shall be construed only as an effort to mitigate damages by the Lessor and not as an agreement to terminate this lease.

~~18.~~19. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER

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If default shall be made by either party in the performance of, or in compliance with, any of the terms, covenants, or conditions of this lease, and such default shall have continued for Thirty (30) calendar days after written notice thereof from one party to the other, the person aggrieved, in additions of all other remedies now or hereafter provided by law, may but need not, perform such term, covenant, or condition, or make good such default. Any amount advanced shall be repaid forthwith on demand, together with interest, at the rate of Twelve Percent (12) per annum from date of advance.

~~19.~~20. SIGNS

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A. LESSEE SHALL HAVE THE right and privilege of attaching, painting, affixing, or exhibiting signs on the leased premises, provided that any and all signs comply with the ordinances of the City of Davenport and the laws of the State of Iowa; that such signs shall not change the structure of the building(s); that such signs if and when taken down by Lessee do not damage the premises; and that such signs shall be subject the Lessor's written approval, which approval shall not be unreasonably withheld.

B. LESSOR, DURING THE LAST Ninety (90) calendar days of this lease or extension, shall have the right to maintain on the premises a "For Rent" or "For Sale" sign and Lessee will permit prospective tenants or buyers to enter and examine the premises.

~~20.~~21. MECHANIC'S LIENS

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Neither the Lessee nor anyone claiming by, through, or under the Lessee shall have the right to file or place any Mechanic's Lien or other lien of any kind or character whatsoever upon said premises or upon any building or improvement thereon, or upon the leasehold interest of the Lessee therein; and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service, or labor for any building, improvements, alterations,

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repairs, or any part thereof shall at any time be or become entitled to any lien thereon; and for the further security of the Lessor, the Lessee covenants and agrees to give actual notice in advance to any and all contractors and sub-contractors who may furnish any such material, service, or labor.

~~21.~~22. LESSOR'S LIEN AND SECURITY INTEREST

A. Lessor shall have in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all personal property and all substitutions there, kept and used on said premises by Lessee. Lessor may proceed at law or in equity with any remedy provided by law or by this lease for the recovery of rent, or for termination of this lease because of Lessee's default in its performance.

B. If spouse is not a Lessee, then the execution of this instrument by the spouse shall be for the sole purpose of creating a security interest on personal property and waiving rights of homestead, rights of distributive share, and exemptions.

~~22.~~23. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.

A. The Lessee shall have the right, from time to time, during the term of this lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Lessee situated on the demised premises when, in the judgment of the Lessee, it shall have become obsolete, outworn, or unnecessary in connection with the operation of the business on the premises; provided, however that the Lessee shall (unless no substituted article or item is necessary) at its own expense substitute for such items of personal property sold or otherwise disposed of, a new or other item in substitution in like or greater value and adopted to affixed operation of the business upon the demised premises.

B. Nothing herein contained shall be construed as denying to Lessee the right to dispose of inventoried merchandise in the ordinary course of the Lessee's trade or business.

~~23.~~24. REAL ESTATE RESERVATIONS

Lessor shall have the right to enter the demised premises for the purpose of construction, reconstruction, operation, or maintenance of any and all sewers or structures presently located, or to be located, upon the demised premises by Lessor.

~~24.~~25. EASEMENTS

Lessor shall provide Lessee with easement rights which Lessor has control of for the purpose of providing access to the demised premises or for locating constructing and maintaining sewer, water, telephone, electricity, gas, or similar utilities.

~~25.~~26. FEES, PERMITS, ETC.

Lessee shall not use, permit, or allow any other person or organization to use the demised premises or any part thereof for any unlawful purpose. Lessee shall procure and maintain all fees and charges in connection with any permits, licenses, or other acts required by local, state,

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or federal law. Lessee shall fully comply with all laws, regulations, and ordinances required for the lawful use of the demised premises.

~~26.~~27. RIGHTS CUMMULATIVE

The various rights, powers, options, elections, and remedies of either party provided in this lease shall be construed according to the laws of the State of Iowa and no one of them as exclusive of the others, or exclusive of any rights, remedies, or priorities allowed by either party by law, shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

~~27.~~28. NOTICES AND DEMANDS

Notices as provided for in this lease shall be given to the respective parties at the address designated below unless either party notifies the other, in writing, of a different address.

To the Lessor: Davenport Riverfront Improvement Commission, City Hall, 226 West Fourth Street, Davenport, Iowa 52801

To the Lessee: Commodore, Lake Davenport Sailing Club, Box 513, Bettendorf, Iowa 52722

Without prejudice to any other method of notifying a party in writing, making a demand, or other communication, such message shall be considered given under the terms of this lease when sent, addressed as designated above, postage prepaid, by registered or certified mail, return receipt requested, by the United States Postal Service, and so deposited in a Postal Service Box.

~~28.~~29. PROVISIONS BINDING AND BENEFITING SUCCESSORS

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto. If any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

~~29.~~30. CHANGES TO BE IN WRITING

None of the covenants, provisions, terms, or conditions of this lease to be kept or performed by the Lessor or Lessee shall be in any manner modified, waived, or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Lessee.

~~30.~~31. CONSTRUCTION

Words and phrases herein, including acknowledgement hereof, shall be construed as in singular or plural number, and as masculine, feminine, or neuter gender according to the context.

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~~31.~~32. NON-DISCRIMINATION REQUIREMENTS

A. The Lessee agrees that no person on the grounds of race, color, sex, creed, age, disability, or national origin will be excluded from the use of the premises, or excluded from any services offered by the Lessee. Such discrimination shall not be practiced against the public in their access to and use of the premises. Such discrimination shall not be practiced against any employee or agent of the Lessee or any prospective employee or agent.

B. In the event of any breach of the non-discrimination covenants, the Lessor shall have the right to terminate this lease after giving proper notice to the Lessee after finding of discrimination by a court or commission with jurisdiction, and to reenter and repossess the leased premises.

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~~32.~~33. INSPECTION RIGHTS

The Lessor, its agents or employees, shall have the right to inspect the premises upon reasonable notice. To the extent reasonable, such inspections shall be made at times and in a manner which does not disrupt the Lessor's activities and operations.

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~~33.~~34. FRANCHISES

Nothing in this lease shall be construed to grant the Lessee or authorize the granting of a franchise or other exclusive right to conduct any particular business, and the Lessor expressly reserves the right to lease any other property and facilities to other persons or companies to conduct a similar or competitive business.

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~~34.~~35. PARAGRAPH HEADINGS

Paragraph or division headings contained herein are for convenience in reference and are not intended to define of limit the scope of any provision of this lease.

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~~35.~~36. INVALID PROVISIONS

In the event any covenant, condition, or provision of this lease is held to be void, unenforceable, or invalid by any court of competent jurisdiction, the invalidity of that part shall in no way affect the balance of this lease or materially prejudice either the Levee or Lessor to their respective rights and obligations contained in the remaining covenants, conditions, or provisions of this lease.

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~~36.~~37. SUPERCEDES PRIOR AGREEMENTS

This lease supersedes and cancels all other leases between the parties regarding the leased premises, specifically the lease dated April 1, 1986 between above named parties.

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~~37.~~38. RELATIONSHIP

The sole relationship of the parties created by this lease is that of landlord and tenant. Lessee is an independent contractor. No employer-employee, master-servant or principal-agent relationship is created.

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~~38.~~39. SPECIAL CLAUSES

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Lessee shall provide the opportunity for club membership to be available to all citizens of the community upon application and payment of fees. Lessee shall have the right to terminate members for violation of club rules.

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IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year above written.

LAKE DAVENPORT SAILING CLUB

By_____

Date _____

RIVERFRONT IMPROVEMENT COMMISSION

By_____
Gwendolyn Lee, Chair

Date _____

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City of Davenport

Department: Administration
Contact Info: |

Action / Date
2/25/2025

Subject:
FY 2026 Budget Discussion

Recommendation:

Background:

Attachments:
None

City of Davenport

Department: Administration
Contact Info: |

Action / Date
2/25/2025

Subject:
Visit Quad Cities | Lease Renewal

Recommendation:

Background:

Attachments:
None